nated the federal courts which may take jurisdiction. The state courts may constitutionally take jurisdiction in such cases, unless exclusive jurisdiction is vested by Congress in the federal courts, and nothing short of an express exclusion or necessary implication should be construed to divest the state courts of such jurisdiction. See *Dudley* v. *Mayhew,* 3 N. Y. 9.

COURTS—EQUITY JURISDICTION OF FEDERAL COURTS — EFFECT OF STATE STATUTE.—A state statute provided that any person who paid a tax which for any reason was erroneous or illegal, might recover the same from the county commissioners. Prior to the enactment of this statute a tax-payer's only protection was by an injunction, prohibiting the collection of the tax. *Held,* the statute provided a complete and adequate remedy at law; and in the absence of other equitable circumstances, a federal court of equity would no longer grant an injunction. *Union Pac. R. Co.* v. *Board of Commissioners,* 222 Fed. 651. See NOTES, p. 227.

LANDLORD AND TENANT—DEFECTIVE PREMISES — IMPLIED WARRANTY.—A plaintiff leased premises on which were latent defects unknown to the lessor and to himself. The lessee was injured because of the defects; and sued the lessor on an implied warranty of fitness. *Held,* the rule of *caveat emptor* applies. and there is no implied warranty. *Davis* v. *Manning* (Neb.), 154 N. W. 239.

The holding of the principal case merely registers an approval of the doctrine upheld by an overwhelming majority of courts. This doctrine, as usually stated, is that the rule of *caveat emptor* applies to leases of real estate; and in the absence of warranty, deceit, or fraud on the part of the lessor, the lessee can not recover for personal injuries received through latent defects therein, of which the lessor had no knowledge at the time of the making of the lease and which were as patent to the lessee as to the lessor. *Renard* v. *Grenthal,* 81 Misc. Rep. 135, 142 N. Y. Supp. 328; *Walsh* v. *Schmidt,* 206 Mass. 405, 92 N. E. 496, 34 L. R. A. (N. S.) 798; *Rhoades* v. *Seidel,* 139 Mich. 608, 102 N. W. 1025; *Land* v. *Fitzgerald,* 68 N. J. L. 28, 52 Atl. 229. If the defects are actually known to the landlord and are such as can not be discovered by a reasonable examination, the landlord is liable to the tenant for injuries caused by those defects. *Howard* v. *Washington Water Power Co.,* 75 Wash. 255, 134 Pac. 927; *Ames* v. *Brandvold,* 119 Minn. 521, 138 N. W. 786. But the landlord is not liable for a failure to exercise reasonable care to discover such defects. *Kurtz* v. *Paul,* 158 Wis. 534, 149 N. W. 143; *O'Malley* v. *Twenty-Five Associates,* 178 Mass. 555, 60 N. E. 387; *Whitmore* v. *Orono Pulp & Paper Co.,* 91 Me. 297, 39 Atl. 1032, 64 Am. St. Rep. 229. *Contra, Willcox* v. *Hines,* 100 Tenn. 538, 46 S. W. 297, 66 Am. St. Rep. 770, 41 L. R. A. 228.

MASTER AND SERVANT—INJURIES TO SERVANT—SAFE PLACE.—The plaintiff and another, employees of the defendant company and experienced workmen, were directed to make certain indicated repairs to a box car; and were left entirely to their own methods. The nature of the